

RECORDATION NO. 26849-A FILED

MAR 09 '07 -9 25 AM

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20036

OF COUNSEL  
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March 9, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of February 28, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number \_\_\_\_\_.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Assignee: TLP Rail Trust I  
Wilmington Trust Company, not in its individual  
capacity but solely as Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Mr. Vernon A. Williams  
March 9, 2007  
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A description of the railroad equipment covered by the enclosed document is:

25 tank cars: TILX 197945 – TILX 197969.


A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Memorandum of Assignment and Assumption Agreement effective as of February 28, 2007 by and between Trinity Industries Leasing Company, a Delaware corporation (the "Assignor") and TLP Rail Trust I, a Delaware statutory trust (the "Assignee").

W I T N E S S E T H:

The undersigned have entered into that certain Assignment and Assumption Agreement (the "Assignment"), dated as of February 28, 2007, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to accept assignment from the Assignor of that certain railroad car lease as listed on Exhibit A attached hereto.

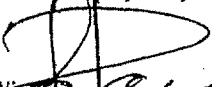
This Memo may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

[Memorandum of Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**TLP RAIL TRUST I**

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:   
Name: **Jose L. Paredes**  
Title: **Assistant Vice President**

**TRINITY INDUSTRIES LEASING  
COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed on this 8<sup>th</sup> day of March, 2007

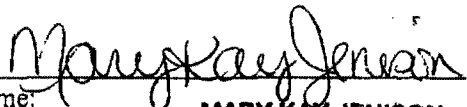
Executed on this \_\_\_\_ day of March, 2007

[Memorandum of Assignment and Assumption Agreement]

STATE OF DELAWARE     )  
                                          ) SS:  
COUNTY OF NEW CASTLE )

On this, the 8<sup>th</sup> day of March 2007, before a Notary Public in and for said County and State, personally appeared Jose Paredes, who being by me duly sworn, says that (s)he is the Assistant Vice President of TLP Rail Trust I, by Wilmington Trust Company, not in its individual capacity but solely as Trustee, that said instrument was signed on March 8, 2007 on behalf of said entity by authority of its management or other governing body, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

  
Name: MARY KAY JENISON  
Notary Public **Notary Public - State of Delaware**  
**My Comm. Expires Dec. 22, 2010**  
My Commission Expires:  
Residing in \_\_\_\_\_

[Memorandum of Assignment and Assumption Agreement]

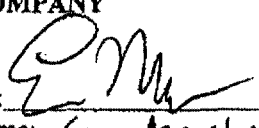
IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**TLP RAIL TRUST I**

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: \_\_\_\_\_  
Name:  
Title:

**TRINITY INDUSTRIES LEASING  
COMPANY**

By:   
Name: Eric Marchetto  
Title: Vice President

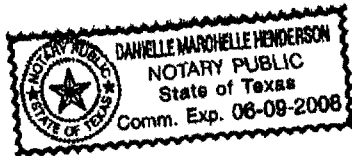
Executed on this \_\_\_\_ day of March, 2007

Executed on this 8<sup>th</sup> day of March, 2007

STATE OF TEXAS            )  
                                  ) SS:  
COUNTY OF DALLAS        )

On this, the 8<sup>th</sup> day of March 2007, before a Notary Public in and for said County and State, personally appeared Eric Marchetti, who being by me duly sworn, says that he is the Vice President of Trinity Industries Leasing Company, that said instrument was signed on March 8, 2007 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Danielle Henderson  
Name: Danielle Henderson  
Notary Public

My Commission Expires:

Residing in Cedar Hill TX

## **EXHIBIT A**

Twenty five (25) units identified with marks TILX 197945 - 197969 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated October 13, 1994 between Trinity Industries Leasing Company and Murex, Inc., as amended by that certain Amendment No. 1 to Rider 6 effective as of December 15, 2006.



**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

3/9/07



\_\_\_\_\_  
Robert W. Alvord